

<i>SERFF Tracking Number:</i>	<i>ARGN-125389913</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Argonaut Great Central Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$200</i>
<i>Company Tracking Number:</i>	<i>MC07F-014</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non- Liability</i>	<i>Sub-TOI:</i>	<i>05.0003 Commercial Package</i>
<i>Product Name:</i>	<i>Retail Grocers Package</i>		
<i>Project Name/Number:</i>	<i>Punitive Damage Exclusion/MC07F-014</i>		

Filing at a Glance

Company: Argonaut Great Central Insurance Company

Product Name: Retail Grocers Package

SERFF Tr Num: ARGN-125389913 State: Arkansas

TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability

SERFF Status: Closed

State Tr Num: EFT \$200

Sub-TOI: 05.0003 Commercial Package

Co Tr Num: MC07F-014

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montes,
Llyweyia Rawlins, Brittany Yielding

Author: Molly Carson

Disposition Date: 01/02/2008

Date Submitted: 12/17/2007

Disposition Status: Approved

Effective Date Requested (New): 01/15/2008

Effective Date (New): 01/15/2008

Effective Date Requested (Renewal): 01/15/2008

Effective Date (Renewal):
01/15/2008

State Filing Description:

General Information

Project Name: Punitive Damage Exclusion

Status of Filing in Domicile: Authorized

Project Number: MC07F-014

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 01/02/2008

State Status Changed: 12/31/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

This form is being filed as a mandatory form filed by Argonaut Great Central Insurance Company, a member of Argo Group International Holdings Ltd. This filing is specifically for the package line of business targeting grocery, which includes supermarkets, retail furniture, and convenience stores.

This current filing addresses only the package line of business for the retail industry, as this same form was

SERFF Tracking Number: ARGN-125389913 State: Arkansas
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 Liability
 Product Name: Retail Grocers Package
 Project Name/Number: Punitive Damage Exclusion/MC07F-014

previously approved for the Businessowners program filed by Argonaut Great Central Insurance Company in 2005. There is a corresponding Rate/ Rule page being filed under separate a separate filing which reference these forms.

We are requesting an expedited effective date of 1-15-2008 for New and Renewals.

Company and Contact

Filing Contact Information

Molly Carson, Associate Regulatory Analyst mcarson@argonautgroup.com
 3625 N. Sheridan Road (309) 681-2397 [Phone]
 Peoria, IL 61633 (309) 688-4780[FAX]

Filing Company Information

Argonaut Great Central Insurance Company	CoCode: 19860	State of Domicile: Illinois
3625 N. Sheridan Road	Group Code: 457	Company Type: Commercial LInes
Peoria, IL 61633	Group Name:	State ID Number:
(877) 769-5953 ext. [Phone]	FEIN Number: 37-0301640	

Filing Fees

Fee Required? Yes
 Fee Amount: \$200.00
 Retaliatory? No
 Fee Explanation: \$50 per form, 4 forms filed
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Argonaut Great Central Insurance Company	\$200.00	12/17/2007	17133087

SERFF Tracking Number:	ARGN-125389913	State:	Arkansas
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TOI:	05.0 Commercial Multi-Peril - Liability & Non-Sub-TOI:		05.0003 Commercial Package
	Liability		
Product Name:	Retail Grocers Package		
Project Name/Number:	Punitive Damage Exclusion/MC07F-014		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/02/2008	01/02/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Overpayment of fees	Note To Filer	Llyweyia Rawlins	01/02/2008	01/02/2008

SERFF Tracking Number:	ARGN-125389913	State:	Arkansas
Filing Company:	Argonaut Great Central Insurance Company	State Tracking Number:	EFT \$200
Company Tracking Number:	MC07F-014		
TOI:	05.0 Commercial Multi-Peril - Liability & Non-Sub-TOI:		05.0003 Commercial Package Liability
Product Name:	Retail Grocers Package		
Project Name/Number:	Punitive Damage Exclusion/MC07F-014		

Disposition

Disposition Date: 01/02/2008
Effective Date (New): 01/15/2008
Effective Date (Renewal): 01/15/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
	Grocers Advantage	Approved	Yes
Form	Retail Furnishing Advantage	Approved	Yes
Form	Market Advantage	Approved	Yes
Form	Motor Truck Cargo	Approved	Yes

Note To Filer

Llyweyia Rawlins on 01/02/2008 01:50 PM

Overpayment of fees

You will be receiving a refund in the amount of \$150.00.

The correct fee for form filing is \$50. Per submission is no limit of forms in the same submission.

SERFF Tracking Number: ARGN-125389913 State: Arkansas

Filing Company: Argonaut Great Central Insurance Company State Tracking Number: EFT \$200

Company Tracking Number: MC07F-014

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: Retail Grocers Package

Project Name/Number: Punitive Damage Exclusion/MC07F-014

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Grocers Advantage	AG 0001	05-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 AG 001 08-04 Previous Filing #: ML4F-086		AG_001_5-07.pdf
Approved	Retail Furnishing Advantage	AG 077	05-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 AG 077 09-06 Previous Filing #: ARGN-125144817		AG_077_5-07.pdf
Approved	Market Advantage	AG 002	05-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 AG 002 08-04 Previous Filing #: ML4F-086		AG_002_5-07.pdf
Approved	Motor Truck Cargo	AG 016	11-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 AG 016 08-04 Previous Filing #: ML4F-086		AG_016_11-07.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GROCERS ADVANTAGE (ENHANCEMENT ENDORSEMENT)

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL LIABILITY COVERAGE PART

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

1. Section **A.4. Additional Coverages**, is amended as follows:

c. Fire Department Service Charge

The most we will pay for this additional coverage is amended from "\$1,000" to "\$25,000".

d. Pollutant Clean Up and Removal

The amount of coverage in this section of "\$10,000" is increased to "\$25,000".

2. Section **A.5. Coverage Extensions**, is amended as follows:

The covered distance of "100 feet" is increased to "1,000 feet".

a. Newly Acquired or Constructed Property

This Coverage Extension is deleted and the following is substituted:

- (1)** You may extend the insurance that applies to Building to apply to:

- (a)** Your new buildings while being built on the described premises; and
- (b)** Buildings you acquire at locations, other than the described premises intended for:
 - (i)** Similar use as the building described in the Declarations; or
 - (ii)** Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

- (2)** You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you acquire other than at fairs or exhibitions.

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
 - (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.
- (3) Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:
- (a) This policy expires;
 - (b) 180 days expire after you acquire or begin to construct the property; or
 - (c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

b. Personal Effects and Property of Others

The last paragraph of this Coverage Extension is deleted and replaced with the following:

The most we will pay for loss or damage under this Extension is \$50,000 at the described premises to which this form applies. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property. Our payment for loss of or damage to personal effects will not exceed \$5,000 to any one person.

c. Valuable Papers and Records (Other than Electronic Data)

The amount of coverage in this section of "\$2,500" is increased to "\$50,000" at the described premises.

d. Property Off-Premises

The amount of coverage in this section of "\$10,000" is increased to "\$50,000".

e. Outdoor Property

This Coverage Extension is deleted and the following is substituted:

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$50,000, but not more than \$1,000 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damages in that occurrence.

3. The following **Coverage Extensions** are added:

g. Water Back-up of Sewers and Drains Damage

Paragraph **B.1.g. (3)** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted and replaced with the following:

We will pay for loss of or damage to covered property solely caused by water that backs up from a sewer or drain that is located inside the building. However, this coverage will not apply if the water back-up is caused directly or indirectly by an excluded cause of loss regardless of any other cause that contributes concurrently or in any sequence to the loss.

This Coverage Extension does not provide coverage for loss or damage if flood ensues on premise within a 12 hour period following the sewer or drain backup.

The most we will pay for direct physical damage is \$50,000 at each described premises on the Declarations page.

h. Lock Replacement

You may extend the insurance provided by this Coverage Form to apply to the cost to repair or replace the door locks or tumblers at the described premises due to the theft of your door keys.

The most we will pay under this Coverage Extension is \$1,000.

No deductible applies to this Coverage Extension.

i. Arson Reward

You may extend the insurance provided by this Coverage Form to provide a reward in the amount of \$25,000 for information that leads to an arson conviction in connection with a fire loss covered under this policy. Regardless of the number of persons involved in providing information, the limit of our liability under this Extension shall not be increased.

No deductible applies to this Coverage Extension.

j. Product Recall By Governmental Authority

You may extend the insurance that applies to Your Business Personal Property to apply to specific merchandise identified by lot number, manufacturer or point of origin, which is:

- (a) Condemned by a governmental authority after testing has determined that at least one item in the lot has been poisoned;
- (b) Condemned by a governmental authority because of the threat of poisoning, even if evidence does not exist of actual poisoning; or
- (c) Damaged during testing required by a governmental authority to verify the existence of poison in the merchandise.

The most we will pay for any one occurrence under this Coverage Extension is \$100,000.

Paragraph **B.1.c.** of the **CAUSES OF LOSS – SPECIAL FORM** does not apply to this Coverage Extension.

k. Brands and Labels

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, and we take all or part of the property at an agreed or appraised value, you may extend the insurance that applies to Your Business Personal Property to pay expenses you incur to:

- a.** Stamp “salvage” on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
- b.** Remove the brands and labels, if doing so will not physically damage the merchandise or its containers to comply with the law.

The most we will pay for any one occurrence under this Coverage Extension is \$25,000.

l. Outdoor Signs

You may extend the insurance provided by this Coverage Form to apply to outdoor signs (whether attached or detached) owned by you or others but in your care, custody or control. Coverage applies to signs on or away from your premises, which pertain to the insured occupancy.

We will insure covered signs described above against any Covered Cause of Loss, but we will not cover loss or damage caused by breakage during installation, repair or dismantling, or breakage during transportation unless caused by fire, lightning, collision, derailment or overturning of a vehicle.

The most we will pay for loss or damage, including debris removal expense, under this Extension is \$15,000.

If no Limit is shown in the Declarations, the most we will pay is \$15,000. A 5% Deductible of the Sign Limit applies unless otherwise stated in the Declarations.

m. Fine Arts

You may extend the insurance that applies to Your Business Personal Property to apply to “Fine Arts” that are:

- a.** Your property; or
- b.** The property of others that is in your care, custody or control.

As used in this Extension, “Fine Arts” means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, and similar property, of rarity, historical value or artistic merit.

The value of “Fine Arts” will be the Market Value at the time of loss or damage.

The most we will pay for loss or damage under this Extension is \$10,000 at the described premises.

Our payment for loss of or damage to property of others will only be for the account of the owner of the property.

n. Fire Extinguisher Recharge

You may extend the insurance that applies to Your Business Personal Property to expenses that you incur to recharge portable fire extinguishers, dry chemical, carbon dioxide, or liquid automatic fire extinguishing systems and the cost of resetting automatic fuel shut-off connections, if any of the above are discharged to fight a fire or are discharged due to a mechanical malfunction.

Each of these Extensions is additional insurance.

The Additional Condition, **F. 1. Coinsurance**, does not apply to these Extensions.

o. Seasonal Automatic Increase

You may extend the insurance that applies to Your Business Personal Property as follows:

1. The Limit of Insurance for Business Personal Property will automatically increase by 35% to provide for seasonal variations.
2. This increase will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:
 - (a) The 12 months immediately preceding the date the loss or damage occurs; or
 - (b) The period of time you have been in business as of the date the loss or damage occurs.

4. Section C., LIMITS OF INSURANCE is deleted and replaced by the following:

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The limits applicable to the Coverage Extensions and the Fire Department Service Charge and Pollutant Clean Up and Removal Additional Coverages are in addition to the Limits of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance.

1. Preservation of Property; or
2. Debris Removal; but if:
 - a. The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
 - b. The debris removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage;

We will pay up to an additional \$75,000 for each location in any one occurrence under the Debris Removal Additional Coverage.

CAUSES OF LOSS – SPECIAL FORM

WHEN THE CAUSES OF LOSS – SPECIAL FORM IS MADE A PART OF THIS POLICY, LIMITED COVERAGE IS PROVIDED FOR THE FOLLOWING OTHERWISE EXCLUDED CAUSES OF LOSS:

1. Section **F. ADDITIONAL COVERAGE EXTENSIONS** is amended as follows:

Paragraph **1.c. Property In Transit**, is amended as follows:

The amount of coverage in this section of “\$5,000” is increased to “\$50,000”.

ACCOUNTS RECEIVABLE COVERAGE FORM

Section **C. LIMITS OF INSURANCE** is amended as follows:

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations, plus \$50,000.

If no Limit is shown in the Declarations, the most we will pay is \$50,000.

SPECIAL FORM COMPUTER COVERAGE

The SCHEDULE for Electronic Data Processing Equipment is deleted and the following is substituted:

The most we will pay for a Covered Cause of Loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations, plus \$15,000. If no Limit is shown in the Declarations, the most we will pay is \$15,000. The Limit of Insurance for Electronic Data Processing Media and Records is 25% of the Limit of Insurance for Electronic Data Processing Equipment unless a higher Limit of Insurance is shown in the Declarations. Electronic Data Processing Media and Records limit does not increase the stated limit for Electronic Data Processing Equipment.

A \$250 deductible applies unless otherwise stated in the Declarations.

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

Section **A. Coverage**, is amended as follows:

The covered distance of “100 feet” is increased to “1,000 feet”.

5. **Additional Coverages** are amended as follows:

- a. **Civil Authority**

The waiting period of “72 hours” is replaced by “48 hours”.

- c. **Extended Business Income**

Under Paragraph **(1)(b)(ii)** the period of time of “30 consecutive days” is replaced by “180 consecutive days”.

Additional Coverages are amended to include:

e. Hepatitis A

You may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an official announcement by public health authorities, having jurisdiction over your "operations", of an episode of Hepatitis A at an insured premises.

The most we will pay for any loss is the Limit of Insurance shown in the Declarations as applying to this coverage. Payment for expenses to reduce loss does not increase this limit.

We will also pay, to the insured, for having inoculations against Hepatitis A administered to customers exposed at an insured premises during the period of "viral activity." The most we will pay for any loss is the Limit of Insurance shown in the Declarations as applying to this coverage. "Viral activity" means that period of time occurring prior to the announcement by the public health authorities during which customers being served at the insured premises were or may have been exposed to Hepatitis A virus.

BUSINESS INCOME FROM DEPENDENT PROPERTIES COVERAGE FORM

The **SCHEDULE** for Business Income from Dependent Properties is amended to add:

This coverage will be provided to you for those properties that meet the definition of "dependent properties" as defined in the coverage form. The most we will pay under this coverage is a combined limit of \$25,000 for any one occurrence. If there are properties described in the schedule, then this \$25,000 is an additional combined limit of insurance for the described properties for any one occurrence.

COMMERCIAL CRIME COVERAGE FORM

Section A. The following Insuring Agreements are included within this form:

- 2. Forgery or Alteration
- 6. Computer Fraud
- 7. Funds Transfer Fraud
- 8. Money Orders and Counterfeit Money

Insuring Agreements **1, 3, 4, and 5** are not included with this extended coverage.

2. Forgery or Alteration is amended as follows:

- c. The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$15,000.
- d. A \$250 deductible applies unless otherwise stated in the Declarations.

6. Computer Fraud is amended as follows:

- c. The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$10,000.
- d. A \$250 deductible applies unless otherwise stated in the Declarations.

7. Funds Transfer Fraud is amended as follows:

- a. The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$2,500.
- b. A \$250 deductible applies unless otherwise stated in the Declarations.

8. Money Orders and Counterfeit Paper Currency is amended as follows:

- c. The most we will pay for any loss under this Additional Coverage is \$10,000.
- d. A \$250 deductible applies unless otherwise stated in the Declarations.

Section **B. LIMIT OF INSURANCE** is deleted and replaced with the following:

The most we will pay for loss or damage in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations plus the applicable limit shown above for Insuring Agreements **2. 6. 7. and 8.**

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

If no Limit is shown in the Declarations, the most we will pay is the applicable limit shown above for Insuring Agreements **2. 6. 7. and 8.**

ORDINANCE OR LAW COVERAGE

The **SCHEDULE** for Ordinance and Law Coverage is deleted and substituted with:

We will apply the following limits of insurance for each Building listed on the Supplemental Declarations page that is insured, carries Replacement Cost coverage and to which this Grocers Advantage form applies:

Coverage A: This coverage will apply to buildings meeting the conditions set forth in **Section A.**

Coverage B and Coverage C Combined Limit of Insurance: \$125,000

SECTION A. IS DELETED AND MODIFIED WITH THE FOLLOWING:

A. Each Coverage – Coverage **A**, Coverage **B** and Coverage **C** – is provided under this endorsement only for buildings insured with replacement cost under this policy and listed on the Supplemental Declarations of this policy. Newly acquired buildings not listed on the Supplemental Declarations section of this policy do not qualify for this coverage endorsement.

If there is other Ordinance or Law Coverage, then the combined limit of insurance stated above for Coverage **B** and Coverage **C** is in addition to the stated limits of insurance on the other applicable Ordinance or Law Coverage form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETAIL FURNISHING ADVANTAGE (ENHANCEMENT ENDORSEMENT)

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
BUSINESS INCOME COVERAGE FORM

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

1. Section **A.4. Additional Coverages** is amended as follows:

c. Fire Department Service Charge

The most we will pay for this additional coverage is amended from "\$1,000" to "\$25,000".

d. Pollutant Clean Up and Removal

The amount of coverage in this section of "\$10,000" is increased to "\$25,000".

2. Section **A.5. Coverage Extensions**, is amended as follows:

The covered distance of "100 feet" is increased to "1,000 feet".

a. Newly Acquired or Constructed Property

This Coverage Extension is deleted and the following is substituted:

- (1) You may extend the insurance that applies to Building to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

- (2) You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you acquire other than at fairs or exhibitions.

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
 - (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.
- (3) Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:
- (a) This policy expires;
 - (b) 180 days expire after you acquire or begin to construct the property; or
 - (c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

b. Personal Effects and Property of Others

The last paragraph of this Coverage Extension is deleted and replaced with the following:

The most we will pay for loss or damage under this Extension is \$50,000 at the described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property. Our payment for loss of or damage to personal effects will not exceed \$5,000 to any one person.

c. Valuable Papers and Records (Other than Electronic Data)

The amount of coverage in this section of "\$2,500" is increased to "\$50,000" at the described premises.

d. Property Off-Premises

This Coverage Extension is deleted and the following is substituted:

You may extend the insurance provided by this Coverage Form to apply to your Covered Property that is temporarily at a location you do not own, lease or operate, or that is in the care, custody or control of your salespersons.

The most we will pay for loss or damage under this Extension is \$50,000.

e. Outdoor Property

This Coverage Extension is deleted and the following is substituted:

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$50,000, but not more than \$1,000 for any one tree, shrub, or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

3. The following **Coverage Extensions** are added:

g. Water Back-up of Sewers and Drains Damage

Paragraph B.1.g. (3) of the CAUSES OF LOSS – SPECIAL FORM is deleted and replaced with the following:

We will pay for loss of or damage to covered property solely caused by water that backs up from a sewer or drain that is located inside the building. However, this coverage will not apply if the water back-up is caused directly or indirectly by an excluded cause of loss regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

This Coverage Extension does not provide coverage for loss or damage if flood ensues on premise within a 12 hour period following the sewer or drain backup.

The most we will pay for direct physical damage is \$50,000 at each described premises on the Declarations page.

h. Lock Replacement

You may extend the insurance provided by this Coverage Form to apply to the cost to repair or replace the door locks or tumblers at the described premises due to theft of your door keys.

The most we will pay under this Coverage Extension is \$1,000.

No deductible applies to this Coverage Extension.

i. Arson Reward

You may extend the insurance provided by this Coverage Form to provide a reward in the amount of \$25,000 for information, which leads to an arson conviction in connection with a fire loss covered under this policy. Regardless of the number of persons involved in providing information, the limit of our liability under this Extension shall not be increased.

No deductible applies to this Coverage Extension.

Deleted: We will pay for loss of or damage to covered property solely caused by water that backs up from a sewer or drain that is located inside the building. However, this Coverage Extension does not provide coverage for loss or damage due to:

¶
(1) Water emanating from a sump pump, well, or similar device designed to prevent overflow, seepage, or leakage of subsurface water; or

¶
(2) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not, that causes water back-up of sewers or drains from the resulting high water table.

¶
The most we will pay for direct physical damage is \$50,000.

¶
Paragraph B.1.g.(3) of the **CAUSES OF LOSS – SPECIAL FORM** does not apply to this Coverage Extension.

j. Outdoor Signs

You may extend the insurance provided by this Coverage Form to apply to outdoor signs (whether attached or detached) owned by you or others but in your care, custody or control. Coverage applies to signs on or away from your premises, which pertain to the insured occupancy.

We will insure covered signs described above against any Covered Cause of Loss, but we will not cover loss or damage caused by breakage during installation, repair or dismantling, or breakage during transportation unless caused by fire, lightning, collision, derailment or overturning of a vehicle.

The most we will pay for loss or damage, including debris removal expense, under this Extension is \$15,000.

If no Limit is shown in the Declarations, the most we will pay is \$15,000. A 5% Deductible of the Sign Limit applies unless otherwise stated in the Declarations.

k. Fine Arts

You may extend the insurance that applies to Your Business Personal Property to apply to "Fine Arts" that are:

- a. Your property; or
- b. The property of others that is in your care, custody or control.

As used in this Extension, "Fine Arts" means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, and similar property, of rarity, historical value or artistic merit.

The value of "Fine Arts" will be the Market Value at the time of loss or damage.

The most we will pay for loss or damage under this Extension is \$10,000 at the described premises.

Our payment for loss of or damage to property of others will only be for the account of the owner of the property.

l. Fire Extinguisher Recharge

You may extend the insurance that applies to Your Business Personal Property to expenses that you incur to recharge portable fire extinguishers, dry chemical, carbon dioxide, or liquid automatic fire extinguishing systems and the cost of resetting automatic fuel shut-off connections, if any of the above are discharged to fight a fire or are discharged due to a mechanical malfunction.

Each of these Extensions is additional insurance.

The Additional Condition, **F. 1. Coinsurance**, does not apply to these Extensions.

m. Seasonal Automatic Increase

You may extend the insurance that applies to Your Business Personal Property as follows:

1. The Limit of Insurance for Business Personal Property will automatically increase by 35% to provide for seasonal variations.
2. This increase will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:
 - (a) The 12 months immediately preceding the date the loss or damage occurs; or
 - (b) The period of time you have been in business as of the date the loss or damage occurs.

4. Section C., LIMITS OF INSURANCE is deleted and replaced by the following:

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The limits applicable to the Coverage Extensions and the Fire Department Service Charge and Pollutant Clean Up and Removal Additional Coverages are in addition to the Limits of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance.

1. Preservation of Property; or
2. Debris Removal; but if:
 - a. The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
 - b. The debris removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage;

We will pay up to an additional \$75,000 for each location in any one occurrence under the Debris Removal Additional Coverage.

CAUSES OF LOSS – SPECIAL FORM

WHEN THE CAUSES OF LOSS – SPECIAL FORM IS MADE A PART OF THIS POLICY, LIMITED COVERAGE IS PROVIDED FOR THE FOLLOWING OTHERWISE EXCLUDED CAUSES OF LOSS:

1. Section F. ADDITIONAL COVERAGE EXTENSIONS is amended as follows:

Paragraph 1.c. **Property In Transit**, is amended as follows:

The amount of coverage in this section of "\$5,000" is increased to "\$50,000".

ACCOUNTS RECEIVABLE COVERAGE FORM

Section C. **LIMITS OF INSURANCE** is amended as follows:

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations, plus \$50,000.

If no Limit is shown in the Declarations, the most we will pay is \$50,000.

SPECIAL FORM COMPUTER COVERAGE

The SCHEDULE for Electronic Data Processing Equipment is deleted and the following is substituted:

The most we will pay for a Covered Cause of Loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations, plus \$25,000. If no Limit is shown in the Declarations, the most we will pay is \$25,000. The Limit of Insurance for Electronic Data Processing Media and Records is 25% of the Limit of Insurance for Electronic Data Processing Equipment unless a higher Limit of Insurance is shown in the Declarations. Electronic Data Processing Media and Records limit does not increase the stated limit for Electronic Data Processing Equipment.

A \$250 deductible applies unless otherwise stated in the Declarations.

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

Section **A. Coverage**, is amended as follows:

The covered distance of "100 feet" is increased to "1,000 feet".

5. Additional Coverages are amended as follows:

a. Civil Authority

The waiting period of "72 hours" is replaced by "48 hours".

c. Extended Business Income

Under Paragraph **(1)(b)(ii)** the period of time of "30 consecutive days" is replaced by "180 consecutive days".

BUSINESS INCOME FROM DEPENDENT PROPERTIES COVERAGE FORM

The **SCHEDULE** for Business Income from Dependent Properties is amended to add:

This coverage will be provided to you for those properties that meet the definition of "dependent properties" as defined in the coverage form. The most we will pay under this coverage is a combined limit of \$25,000 for any one occurrence. If there are properties described in the schedule, then this \$25,000 is an additional combined limit of insurance for the described properties for any one occurrence.

COMMERCIAL CRIME COVERAGE FORM

Section A. The following Insuring Agreements are included within this form:

1. Employee Theft
2. Forgery or Alterations
3. Inside The Premises – Theft of Money And Securities
5. Outside the Premises
6. Computer Fraud
7. Funds Transfer Fraud
8. Money Orders and Counterfeit Paper Currency

Insuring Agreement 4. is not included with this extended coverage.

1. Employee Theft

- a. The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$15,000.
- b. A \$1,000 deductible applies unless otherwise stated in the Declarations.

2. Forgery or Alteration is amended as follows:

- c. The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$15,000.
- d. A \$250 deductible applies unless otherwise stated in the Declarations.

3. Inside the Premises – Theft of Money And Securities is amended as follows:

- d. The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$15,000.
- e. A \$1,000 deductible applies unless otherwise stated in the Declarations.

5. Outside the Premises

- c. The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$15,000.
- d. A \$1,000 deductible applies unless otherwise stated in the Declarations.

6. Computer Fraud is amended as follows:

- c. The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$10,000.
- d. A \$250 deductible applies unless otherwise stated in the Declarations.

7. Funds Transfer Fraud

- a. The most we will pay for any loss, including legal expense, under this Additional Coverage is \$2,500.
- b. A \$250 deductible applies unless otherwise stated in the Declarations.

8. Money Orders And Counterfeit Paper Currency

- c. The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$10,000.
- d. A \$250 deductible applies unless otherwise stated in the Declarations.

Section **B. LIMIT OF INSURANCE** is deleted and replaced with the following:

The most we will pay for loss or damage in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations plus the applicable limit shown above for Insuring Agreements **1. 2. 3. 5. 6. 7** and **8.**

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

If no Limit is shown in the Declarations, the most we will pay is the applicable limit shown above for Insuring Agreements **1. 2. 3. 5. 6. 7. and 8.**

ORDINANCE OR LAW COVERAGE

The **SCHEDULE** for Ordinance and Law Coverage is deleted and substituted with:

We will apply the following limits of insurance for each Building listed on the Supplemental Declarations page that is insured, carries Replacement Cost coverage and to which this Retail Furnishing Advantage form applies:

Coverage A: This coverage will apply to buildings meeting the conditions set forth in **Section A.**

Coverage B and Coverage C Combined Limit of Insurance: \$125,000

SECTION A. IS DELETED AND MODIFIED WITH THE FOLLOWING:

A. Each Coverage – Coverage **A**, Coverage **B** and Coverage **C** – is provided under this endorsement only for buildings insured with replacement cost under this policy and listed on the Supplemental Declarations of this policy. Newly acquired buildings not listed on the Supplemental Declarations section of this policy do not qualify for this coverage endorsement.

If there is other Ordinance or Law Coverage, then the combined limit of insurance stated above for Coverage B and Coverage C is in addition to the stated limits of insurance on the other applicable Ordinance or Law Coverage form.

UTILITY SERVICES- TIME ELEMENT & DIRECT DAMAGE COVERAGE

The **SCHEDULES** for Utility Services-Time Element & Direct Damage are deleted and substituted with:

We will include with this form coverage at the described premises on the Declarations for:

- (1) **Water Supply Property**
- (2) **Communication Supply Property** (including overhead transmission lines)
- (3) **Power Supply Property** (including overhead transmission lines)

The Limit of Coverage is a Combined Limit of \$25,000 including both Time Element and Direct Damage.

We will only pay for loss you sustain from the **Time Element** coverage after the first 24 hours following a covered interruption in utility service at the described premises.

A \$1,000 deductible applies to the Direct Damage coverage unless otherwise stated in the Declarations.

If there is other Utility Services – Time Element & Direct Damage Coverage, then the limit of insurance stated above is in addition to the stated limits of insurance on the other Utility Services – Time Element & Direct Damage Coverage forms.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARKET ADVANTAGE (ENHANCEMENT ENDORSEMENT)

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY COVERAGE PART

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

1. Section **A.4. Additional Coverages**, is amended as follows:

c. Fire Department Service Charge

The most we will pay for this additional coverage is amended from "\$1,000" to "\$25,000".

d. Pollutant Clean Up and Removal

The amount of coverage in this section of "\$10,000" is increased to "\$25,000".

2. Section **A.5. Coverage Extensions**, is amended as follows:

The covered distance of "100 feet" is increased to "1,000 feet."

a. Newly Acquired or Constructed Property

This Coverage Extension is deleted and the following is substituted:

- (1)** You may extend the insurance that applies to Building to apply to:

(a) Your new buildings while being built on the described premises; and

(b) Buildings you acquire at locations other than the described premises intended for:

(i) Similar use as the building described in the Declarations; or

(ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

- (2)** You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you acquire other than at fairs or exhibitions.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

- (a)** This policy expires;
- (b)** 90 days expire after you acquire or begin to construct the property; or
- (c)** You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

b. Personal Effects and Property of Others

The last paragraph of this Coverage Extension is deleted and replaced with the following:

The most we will pay for loss or damage under this Extension is \$25,000 at the described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property. Our payment for loss of or damage to personal effects will not exceed \$5,000 to any one person.

c. Valuable Papers and Records (Other than Electronic Data)

The amount of coverage in this section of "\$2,500" is increased to "\$25,000" at the described premises.

d. Property Off-Premises

The amount of coverage in this section of "\$10,000" is increased to "\$25,000".

e. Outdoor Property

This Coverage Extension is deleted and the following is substituted:

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1)** Fire;
- (2)** Lightning;
- (3)** Explosion;
- (4)** Riot or Civil Commotion; or
- (5)** Aircraft.

The most we will pay for loss or damage under this Extension is \$10,000, but not more than \$1,000 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damages in that occurrence.

3. The following **Coverage Extensions** are added:

g. Water Back-up of Sewers and Drains Damage

Paragraph **B.1.g. (3)** of the **CAUSES OF LOSS – SPECIAL FORM** is deleted and replaced with the following:

We will pay for loss of or damage to covered property solely caused by water that backs up from a sewer or drain that is located inside the building. However, this coverage will not apply if the water back-up is caused directly or indirectly by an excluded cause of loss regardless of any other cause that contributes concurrently or in any sequence to the loss.

This Coverage Extension does not provide coverage for loss or damage if flood ensues on premise within a 12 hour period following the sewer or drain backup.

The most we will pay for direct physical damage is \$25,000 at each described premises on the Declarations page.

h. Lock Replacement

You may extend the insurance provided by this Coverage Form to apply to the cost to repair or replace the door locks or tumblers at the described premises due to the theft of your door keys.

The most we will pay under this Coverage Extension is \$1,000.

No deductible applies to this Coverage Extension.

i. Arson Reward

You may extend the insurance provided by this Coverage Form to provide a reward in the amount of \$25,000 for information that leads to an arson conviction in connection with a fire loss covered under this policy. Regardless of the number of persons involved in providing information, the limit of our liability under this Extension shall not be increased.

No deductible applies to this Coverage Extension.

j. Brands and Labels

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, and we take all or part of the property at an agreed or appraised value, you may extend the insurance that applies to Your Business Personal Property to pay expenses you incur to:

- a.** Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
- b.** Remove the brands and labels, if doing so will not physically damage the merchandise or its containers to comply with the law.

The most we will pay for any one occurrence under this Coverage Extension is \$25,000.

k. Outdoor Signs

You may extend the insurance provided by this Coverage Form to apply to outdoor signs (whether attached or detached) owned by you or others but in your care, custody or control. Coverage applies to signs on or away from your premises, which pertain to the insured occupancy.

We will insure covered signs described above against any Covered Cause of Loss, but we will not cover loss or damage caused by breakage during installation, repair or dismantling, or breakage during transportation unless caused by fire, lightning, collision, derailment or overturning of a vehicle.

The most we will pay for loss or damage, including debris removal expense, under this Extension is \$10,000.

If no Limit is shown in the Declarations, the most we will pay is \$10,000. A 5% Deductible of the Sign Limit applies unless otherwise stated in the Declarations.

l. Fine Arts

You may extend the insurance that applies to Your Business Personal Property to apply to "Fine Arts" that are:

- a.** Your property; or
- b.** The property of others that is in your care, custody or control.

As used in this Extension, "Fine Arts" means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, and similar property, of rarity, historical value or artistic merit.

The value of "Fine Arts" will be the Market Value at the time of loss or damage.

The most we will pay for loss or damage under this Extension is \$5,000 at the described premises.

Our payment for loss of or damage to property of others will only be for the account of the owner of the property.

m. Fire Extinguisher Recharge

You may extend the insurance that applies to Your Business Personal Property to expenses that you incur to recharge portable fire extinguishers, dry chemical, carbon dioxide, or liquid automatic fire extinguishing systems and the cost of resetting automatic fuel shut-off connections, if any of the above are discharged to fight a fire or are discharged due to a mechanical malfunction.

Each of these Extensions is additional insurance.

The Additional Condition, **F. 1. Coinsurance**, does not apply to these Extensions.

n. Seasonal Automatic Increase

You may extend the insurance that applies to Your Business Personal Property as follows:

- 1.** The Limit of Insurance for Business Personal Property will automatically increase by 35% to provide for seasonal variations.

2. This increase will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:

- (a) The 12 months immediately preceding the date the loss or damage occurs; or
- (b) The period of time you have been in business as of the date the loss or damage occurs.

o. Surface Water Contamination of Gas and Oil

You may extend the insurance provided by this Coverage Form for loss resulting from contamination of your petroleum products at the described premises as a result of surface water run off.

With respect to this coverage extension only, Paragraph **B.1.g. (1)** of the **CAUSE OF LOSS- SPECIAL FORM** exclusions is deleted and replaced with the following:

Flood, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;

The most we will pay for loss or damage in any one occurrence under this Extension is \$25,000.

p. Erroneous Gas Received

You may extend the insurance provided by this Coverage Form for loss of your product resulting from your receiving any liquid:

- (1) into the wrong receptacle; or
- (2) to the wrong address; or
- (3) in place of another liquid.

The most we will pay for loss under this Coverage Extension is \$25,000 per loss occurrence.

4. Section **C., LIMITS OF INSURANCE** is deleted and replaced by the following:

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The limits applicable to the Fire Department Service Charge and Pollutant Clean Up and Removal Additional Coverages are in addition to the Limits of Insurance.

Payments under the Preservation of Property Additional Coverage will not increase the applicable Limit of Insurance.

CAUSES OF LOSS – SPECIAL FORM

WHEN THE CAUSES OF LOSS – SPECIAL FORM IS MADE A PART OF THIS POLICY, LIMITED COVERAGE IS PROVIDED FOR THE FOLLOWING OTHERWISE EXCLUDED CAUSES OF LOSS:

1. Section **E. ADDITIONAL COVERAGE EXTENSIONS** is amended as follows:

Paragraph **1.c. Property In Transit**, is amended as follows:

The amount of coverage in this section of “\$5,000” is increased to “\$25,000.”

ACCOUNTS RECEIVABLE COVERAGE FORM

Section C. **LIMITS OF INSURANCE** is amended as follows:

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations, plus \$25,000.

If no Limit is shown in the Declarations, the most we will pay is \$25,000.

SPECIAL FORM COMPUTER COVERAGE

The SCHEDULE for Electronic Data Processing Equipment is deleted and the following is substituted:

The most we will pay for a Covered Cause of Loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations, plus \$5,000. If no Limit is shown in the Declarations, the most we will pay is \$5,000. The Limit of Insurance for Electronic Data Processing Media and Records is 25% of the Limit of Insurance for Electronic Data Processing Equipment unless a higher Limit of Insurance is shown in the Declarations. Electronic Data Processing Media and Records limit does not increase the stated limit for Electronic Data Processing Equipment.

A \$250 deductible applies unless otherwise stated in the Declarations.

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

Section A. **Coverage**, is amended as follows:

The covered distance of "100 feet" is increased to "1,000 feet".

5. **Additional Coverages** are amended as follows:

a. **Civil Authority**

The waiting period of "72 hours" is replaced by "12 hours".

c. **Extended Business Income**

Under paragraph (1)(b)(ii) the period of time of "30 consecutive days" is replaced by "90 consecutive days."

Additional Coverages are amended to include:

e. **Hepatitis A**

You may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an official announcement by public health authorities, having jurisdiction over your "operations," of an episode of Hepatitis A at an insured premises.

We will also pay, to the insured, for having inoculations against Hepatitis A administered to customers exposed at an insured premises during the period of "viral activity."

"Viral activity" means that period of time occurring prior to the announcement by the public health authorities during which customers being served at the insured premises were or may have been exposed to Hepatitis A virus.

The most we will pay for any loss is \$5,000 for Business Income and \$2,500 for inoculations due to exposure from "viral activity." Payment for expenses to reduce loss does not increase this limit.

BUSINESS INCOME FROM DEPENDENT PROPERTIES COVERAGE FORM

The **SCHEDULE** for Business Income from Dependent Properties is amended to add:

This coverage will be provided to you for those properties that meet the definition of "dependent properties" as defined in the coverage form. The most we will pay under this coverage is a combined limit of \$15,000 for any one occurrence. If there are properties described in the schedule, then this \$15,000 is an additional combined limit of insurance for the described properties for any one occurrence.

COMMERCIAL CRIME COVERAGE FORM

Section A. The following Insuring Agreements are included within this form:

- 2. Forgery or Alterations
- 3. Inside The Premises – Theft Of Money And Securities
- 5. Outside The Premises
- 6. Computer Fraud
- 7. Funds Transfer Fraud
- 8. Money Orders and Counterfeit Money

Insuring Agreements 1. and 4. are not included with this extended coverage.

2. Forgery or Alteration is amended as follows:

- c. The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$5,000.
- d. A \$250 deductible applies unless otherwise stated in the Declarations.

3. Inside the Premises – Theft Of Money And Securities

- d. The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$5,000.
- e. A \$250 deductible applies unless otherwise stated in the Declarations.

5. Outside the Premises

- c. The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$2,000.
- d. A \$250 deductible applies unless otherwise stated in the Declarations.

6. Computer Fraud is amended as follows:

- c. The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$2,500.
- d. A \$250 deductible applies unless otherwise stated in the Declarations.

7. Funds Transfer Fraud is amended as follows:

- a. The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$1,500.

- b. A \$250 deductible applies unless otherwise stated in the Declarations.

8. Money Orders and Counterfeit Paper Currency is amended as follows:

- c. The most we will pay for any loss under this Additional Coverage is \$5,000.
- d. A \$250 deductible applies unless otherwise stated in the Declarations.

Section **B. LIMIT OF INSURANCE** is deleted and replaced with the following:

The most we will pay for loss or damage in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations plus the applicable limit shown above for Insuring Agreements **2. 3. 5. 6. 7. and 8.**

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

If no Limit is shown in the Declarations, the most we will pay is the applicable limit shown above for Insuring Agreements **2. 3. 5. 6. 7. and 8.**

ORDINANCE OR LAW COVERAGE

The **SCHEDULE** for Ordinance and Law Coverage is deleted and substituted with:

We will apply the following limits of insurance for each Building listed on the Supplemental Declarations page that is insured, carries Replacement Cost coverage and to which this Market Advantage form applies:

Coverage A: This coverage will apply to buildings meeting the conditions set forth in **Section A.**

Coverage B and Coverage C Combined Limit of Insurance: \$75,000

SECTION A. IS DELETED AND MODIFIED WITH THE FOLLOWING:

A. Each Coverage – Coverage **A**, Coverage **B** and Coverage **C** – is provided under this endorsement only for buildings insured with replacement cost under this policy and listed on the Supplemental Declarations of this policy. Newly acquired buildings not listed on the Supplemental Declarations section of this policy do not qualify for this coverage endorsement.

If there is other Ordinance or Law Coverage, then the combined limit of insurance stated above for Coverage B and Coverage C is in addition to the stated limits of insurance on the other applicable Ordinance or Law Coverage form.

MOTOR TRUCK CARGO (Owners' Goods or Legal Liability)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named insured shown in the Declarations. The words "we" and "us" and "our" refer to the Company providing this insurance.

1. We will pay for "loss" to Covered Property in transit (other than property in the care, custody, or control of salesmen) on any one vehicle owned, operated or leased by you, resulting from any of the **PERILS INSURED**.

We shall not be liable for more than \$_____ on account of claims arising out of any disaster involving the contents of more than one vehicle.

2. **DEDUCTIBLE:** Each claim for loss or damage separately occurring shall be adjusted separately and from the amount of each adjusted claim, the sum of \$_____ shall be deducted. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance.

(If no entry appears above, information required to complete this form will be shown in the Declarations as applicable to this form.)

3. **THIS POLICY INSURES:**

- (a) Direct and accidental loss of or damage as provided below to goods which are the property of you or property of others in the custody of you, except as a carrier for hire, for delivery and/or pickup, or
- (b) The legal liability of you as a carrier for hire for direct loss of or damage to the described insured property caused by the following specified perils.

4. **PERILS INSURED:**

- (a) Fire and Lightning;
- (b) Collision while in the ordinary course of transportation (meaning thereby the violent and accidental contact of the motor truck with any other automobile, vehicle or object, but excluding loss or damage by coming in contact with any portion of the roadbed or by striking the rails or ties of street, steam or electric railroad, or by coming in contact with any stationary object in backing for loading or unloading purposes, or the coming together of truck and trailer during coupling or uncoupling, or by collision of your property with another object unless the transporting vehicle is in collision within the meaning of this policy);
- (c) Overturning of the vehicle(s) on which the goods and merchandise insured are being transported (overturning as used herein shall mean the upsetting of the vehicle(s) to such an extent that it comes to rest on its side or top);
- (d) Collapse of bridges, docks and wharves;
- (e) Stranding, sinking, burning and/or collision of any regular ferry, including General Average and/or Salvage Charges;
- (f) Theft.
- (g) Breakdown, meaning:

(1) Change in temperature or humidity to “perishable stock” resulting from mechanical breakdown or failure of refrigerating, cooling or humidity control apparatus or equipment, due to conditions beyond your control, only while such equipment or apparatus is in a vehicle owned and operated by you.

(h) Contamination, meaning:

(1) Contamination by the refrigerant to the “perishable stock”.

5. THIS POLICY DOES NOT INSURE:

- (a) Loss or damage to the vehicle, tarpaulins, or fittings, or property carried gratuitously or as an accommodation;
- (b) Accounts, bills, currency, deeds, evidences of debt, money, notes, securities, jewelry or other similar valuables;
- (c) Loss or damage to paintings, statuary and other works of art and articles of value unless absolute total loss in specie;
- (d) Loss or damage caused by the neglect of you to use all reasonable means to save and preserve the property at and after any disaster insured against, nor for any act or omission of a dishonest character on the part of you or your employees;
- (e) Loss or damage to goods or merchandise caused by poor packing or rough handling, nor marring or scratching, nor against loss or damage caused by contact with oil or grease, or through contact with any other commodity, nor from breakage or shifting of load, unless directly caused by one of the perils insured against;
- (f) Loss or damage due to inherent vice, or delay, loss of profit, loss of use or loss of market.
- (g) Loss or damage caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotion's, or the acts of any person or persons taking part in any such occurrence or disorder;
- (h) Livestock and fowl, except against accidents causing death or rendering death necessary in consequence of any of the perils insured against;
- (i) Loss by breakage of eggs unless directly resulting from a peril insured against and then only if the loss amounts to 50% of the value of each shipping package, each package to be considered as if separately insured, but we shall in no event be liable for loss by breakage of eggs in excess of 25% of the amount insured hereunder on the contents of the vehicle involved;
- (j) Loss or damage caused by or resulting from the risk of war or nuclear reaction as stated in the conditions.
- (k) Loss or damage to “perishable stock” caused by or resulting from:
 - (i) the disconnection of any refrigerating, cooling or humidity control system from the source of power;
 - (ii) the deactivation of power caused by the manipulation of any switch or other device used to control the flow of power, current, or refrigerants;
 - (iii) the inability of the power source to provide sufficient power due to a lack of fuel or generating capacity;
 - (iv) an increase in temperature due to doors remaining open or while loading or off-loading “perishable stock”.

6. VALUATION:

- (a) Owners Goods, other than "Perishable Stock", insured hereunder are by agreement to be valued in case of loss or damage at amount of invoice, if any; otherwise, at cash market value on date and at place of shipment.
- (b) "Perishable Stock" will be valued upon actual cash value at the time of the loss or the amount that was paid for the "perishable stock", whichever is less.
- (c) Legal Liability - We shall in no event be liable hereunder in respect of your legal liability for merchandise on any one vehicle or at any one location for a greater proportion of any loss collectible hereunder than the limit applicable under this Policy to such vehicle or location bears to the total liability of the insured for all merchandise on the vehicle or at the location involved whether damaged or not, but in no event shall we be liable for more than the actual cash value of such merchandise at point of shipment on date of loss, nor for more than the limits of liability as herein provided applicable to the vehicle or location involved.
- (d) The most we will pay for Breakdown or Contamination to "perishable stock" is twenty five percent (25%) of the limit shown above or listed on the declaration page. This coverage is within the limit of insurance and not additional insurance.

7. COINSURANCE: We shall in no event be liable hereunder for "Owners Goods" on any one vehicle for a greater portion of any loss than the limit applicable under this Policy to such vehicle bears to the actual cash value for all merchandise on the vehicle whether damaged or not.

8. OTHER INSURANCE: We shall not be liable for loss if, at the time of loss or damage, there is any other insurance which would attach if this insurance had not been affected, except that this insurance shall apply as excess and in no event as contributing insurance, and then only after all other insurance has been exhausted.

9. ASSIGNMENT: This Policy shall be void if assigned or transferred without the written consent of us.

10. IMPAIRMENT OF LOSS: In case of any agreement by you, prior or subsequent hereto, whereby any right of recovery of you for loss or damage to any property described herein, against any person or corporation, is released, impaired or lost, which would on acceptance of an abandonment or payment of loss by us, have inured to its benefit, but for such agreement or act, we shall not be bound to pay such loss, but its right to retain or recover the premium shall not be affected.

We shall not be liable for your legal liability for loss of or damage to property accepted for transportation resulting directly or indirectly from failure of you to use due diligence to provide adequate safeguards for the said property irrespective of whether your liability for such loss or damage arises from a peril insured against or not.

11. LABELS: In case of claim for labels, capsules or wrappers, we shall not be liable for an amount in excess of the cost of the new labels, capsules or wrappers and of reconditioning the property.

12. SPECIAL ENDORSEMENT REQUIRED BY LAW: The terms of any special endorsement required by law or legal regulations or by any Public Service Commission, Public Utilities Commission, Corporation Commission, or Railroad Commission to be attached to this Policy shall apply only to loss or damage occurring within the boundaries of the state whose laws or authorities required said endorsement.

13. INDEMNITY CLAUSE: Should we be compelled to pay a loss or losses under this policy in compliance with any special endorsement required by law or legal regulations or by any Public Service Commission, Public Utilities Commission, Corporation Commission or Railroad Commission which would not have been required otherwise, you agree to reimburse us to the full extent of such loss or losses, plus any additional expense incurred.

14. DEFINITIONS:

The following is added to the DEFINITIONS:

"Perishable Stock" means personal property which is

- a) Maintained under controlled conditions for its preservation; and
- b) Susceptible to loss or damage if the controlled conditions change.

<i>SERFF Tracking Number:</i>	<i>ARGN-125389913</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Argonaut Great Central Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$200</i>
<i>Company Tracking Number:</i>	<i>MC07F-014</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non-</i>	<i>Sub-TOI:</i>	<i>05.0003 Commercial Package</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>Retail Grocers Package</i>		
<i>Project Name/Number:</i>	<i>Punitive Damage Exclusion/MC07F-014</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	ARGN-125389913	State:	Arkansas
Filing Company:	Argonaut Great Central Insurance Company	State Tracking Number:	EFT \$200
Company Tracking Number:	MC07F-014		
TOI:	05.0 Commercial Multi-Peril - Liability & Non-Sub-TOI:		05.0003 Commercial Package Liability
Product Name:	Retail Grocers Package		
Project Name/Number:	Punitive Damage Exclusion/MC07F-014		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	01/02/2008
Comments:				
Attachment:				
Uniform Trans P & C.pdf				

Property & Casualty Transmittal Document

Reset Form

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Argonaut Group				Group NAIC #	0457
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #		
Argonaut Great Central Insurance	Illinois	19860	37-0301640	12		

5. Company Tracking Number	MC07F-014
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Molly Carson	Associate Regulatory Analyst	309-681-2397	309-681-2371	mcarson@argonautgroup.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Molly Carson		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	05.2 CMP Liability Portion Only			
10. Sub-Type of Insurance (Sub-TOI)	05.2003 Commercial Package			
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12. Company Program Title (Marketing title)	Retail Grocers			
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14. Effective Date(s) Requested	New:	1/15/2008	Renewal:	1/15/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
16. Reference Organization (if applicable)				
17. Reference Organization # & Title				
18. Company's Date of Filing				
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	MC07F-014
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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This form is being filed as a mandatory form filed by Argonaut Great Central Insurance Company, a member of Argo Group International Holdings Ltd. This filing is specifically for the package line of business targeting grocery, which includes supermarkets, retail furniture, and convenience stores. This current filing addresses only the package line of business for the retail industry, as this same form was previously approved for the Businessowners program filed by Argonaut Great Central Insurance Company in 2005. There is a corresponding Rate/Rule page being filed under separate a separate filing which reference these forms.

[View Complete Filing Description](#)

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #:
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	MC07F-014
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Grocers Advantage	AG 0001 05-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AG 001 08-04	
02	Retail Furnishing Advantage	AG 077 05-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AG 077 09-06	
03	Market Advantage	AG 002 05-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AG 002 08-04	
04	Motor Truck Cargo	AG 016 11-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AG 016 08-04	
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1